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23 **UNITED STATES DISTRICT COURT**

24 **DISTRICT OF NEVADA**

25 ANTONIO RAMIREZ, HILLARY BAKER,
26 RADD BATES, CLAIRE BERRY,
27 BRIGITTE BLISS, FRANCES BOLIN,
28 ESPERANZA BUEHRLE, PATRICK
1 BUKOWSKI, LIZETH CARDENAS-
2 RAMOS, TODD CARNS, TIFFANY
3 CARTER, JESSICA CLAY, JACKLYN
4 CURRY, DAVID DURAN, MELVIN
5 ENGLISH, JAY EYER, LEVI
6 FEUERHERM, DIANA FLORES,
7 FERNANDO GARCIA, MATTHEW GEIS,
8 NICOLE GILDEA, ANDREW GNAGY,
9 ALFRED GORANSON, KEANU GOVAN,
10 STACI GREESON, MARILYN HALL,
11 BRETT HENDERSON, EBONY HOLMES,
12 PATRICIA HUGHES, ASHLIE JONES,
13 SARAH JONES, GERALD LARSON III,
14 CHRISTOPHER LOMBARDO, KEVIN
15 LONG, TERRY MARHANKA, MARY
16 MARSHALL, EDDY MARTEL-
17 RODRIGUEZ, CHRISTINA MARTIN,
18 BONNIE MASSA, CHRISTINA MCCOY,
19 FRANCES MEAGER, KIEL MOORE,
20 ROBERT MORGAN, LOUISE NDOLO-
21 HERMANN, MELISSA NEHRBASS, INEZ
22 NIEGEMANN, STACEY ORNELAS,
23 NANCY PALLAS, SEAN PARK, JAYNE
24 PARTON, MARIA PELAEZ-ROJAS,

26 Case No.: 3:16-cv-00318-LRH-WGC

27 **STIPULATED PROTECTIVE ORDER**

28 **THIERMAN BUCK, LLP**

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4 ROBOTHAM, MARLENE SANCHEZ,
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7 NICOLE SEUFFERT, TRENA SMITH,
8 MICHAEL STEVENS, DARLENE VANCE,
9 EMILY VANDRIELEN, ESPERANZA
VASQUEZ, CELENE VASQUEZ, MARIA
VESLAZQUEZ-DESED, MICHAEL
WALLS, ANDREW WERTH, KARLA
WOOLLEY, and MELVIN XITUMUL, on
behalf of themselves and all others similarly
situated,

10 Plaintiffs,

11 v.

12 HG STAFFING, LLC, MEI-GSR
13 HOLDINGS LLC d/b/a GRAND SIERRA
14 RESORT, and DOES 1 through 50, inclusive,

15 Defendants.

16 In order to protect the confidentiality of confidential, private, and personal information
17 obtained by the Parties in connection with this case, the Parties hereby agree to the entry of this
18 Stipulated Protective Order submitted by Plaintiffs and Defendant HG STAFFING, LLC, MEI-
19 GSR HOLDINGS LLC d/b/a GRAND SIERRA RESORT (hereinafter the "Parties"), by which
20 the Parties agree, and the Court finds, pursuant to FRCP 26(c), that good cause exists to
21 support the entry of a protective order over the discovery and dissemination of certain
22 information deemed confidential by one of the Parties. This Stipulated Protective Order will
23 expedite the disclosure of information and production of documents protected by privilege or
24 statutes, preserve the confidentiality of such information, protect privacy interests of the Parties
25 and non-parties, and help to avoid potential discovery disputes related to information that is
26 designated confidential. The Court, being fully advised, hereby ORDERS as follows:

27 **GENERAL PROVISIONS**

28 1. In this action, at least one of the Parties has sought and/or is seeking discovery

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1 of Confidential Material (as defined in paragraph 5 below). This Protective Order shall apply to
2 all documents, materials, and information that is sought by a party either from other parties to
3 this litigation or from any third party with possession or custody of Confidential Material
4 during discovery, including without limitation, documents produced, answers to
5 interrogatories, responses to requests for admission, deposition testimony, and other
6 information disclosed pursuant to the disclosure or discovery duties created by the Federal
7 Rules of Civil Procedure. The Parties assert the disclosure of Confidential Material outside the
8 scope of this litigation could result in significant injury to one or more of the Parties' business
9 or privacy interests, and/or could result in significant injury to a third party's privacy interests,
10 as well as potentially impacting or resulting in the inadvertent waiver of the attorney-client
11 privilege. The Parties have entered into this Stipulation and request the Court enter this
12 Protective Order for the purpose of preventing the disclosure and use of Confidential Material
13 except as set forth herein, and to prevent the inadvertent waiver of any applicable privilege.

14 2. As used in this Protective Order, “document” is defined as designated in FRCP
15 34(a)(1)(A). A draft or non-identical copy is a separate document within the meaning of this
16 term.

17 3. This Protective Order may be modified by the Court at any time for good cause
18 shown following notice to all Parties and an opportunity for them to be heard.

19 4. Nothing in this Protective Order shall prevent any party or other person from
20 seeking modification of this Order, from objecting to discovery that the party or other person
21 believes to be improper, or from filing a motion with respect to the manner in which
22 Confidential Material shall be treated at trial. Moreover, nothing in this Protective Order shall
23 prejudice the right of any party to contest the alleged relevancy, admissibility, or
24 discoverability of information designated as Confidential Material or information sought in
25 discovery.

CONFIDENTIAL MATERIAL

27 5. “Confidential Material” means those documents, personal information, trade
28 secrets, or sensitive commercial information that the designating party believes to be protected

1 by law, including FRCP 26, and is designated by one of the Parties in the manner provided in
2 paragraph 15 below, the disclosure of which the designating party believes may implicate the
3 privacy interests of Plaintiffs, Defendants, third parties and/or information contained in
4 confidential business records and communications by the designating party or a third party
5 with possession or custody of such information. Any information designated by a party as
6 confidential will first be reviewed by counsel, and designation will be based on a good faith
7 belief that the information is confidential and entitled to protection under the law, including
8 Rule 26. The documents or information so designated shall be deemed "Confidential Material"
9 subject to this Protective Order. Confidential Material does not include (a) any information
10 that is in the public domain at the time of disclosure to a Receiving Party or becomes part of
11 the public domain after its disclosure to a Receiving Party as a result of publication not
12 involving a violation of this Order, including becoming part of the public record through trial
13 or otherwise; and (b) any information known to the Receiving Party prior to the disclosure or
14 obtained by the Receiving Party after the disclosure from a source who obtained the
15 information lawfully and was not under any obligation of confidentiality to the Designating
16 Party.

17 6. Exercise of Restraint and Care in Designating Material for Protection. Each
18 Party or Non-Party that designates information or items for protection under this Order must
19 take care to limit any such designation to specific material that qualifies under the appropriate
20 standards. The Designating Party must designate for protection only those pages of a
21 document which qualify as Confidential Material, in order to avoid sweeping an entire
22 document unjustifiably within the ambit of this Order, where only some pages contain
23 Confidential Material. Nevertheless, where the burden of designating individual pages of a
24 document would outweigh the benefit to full and open proceedings, the entire document may
25 been designated confidential. Indiscriminate designations of confidentiality, however, are
26 inconsistent with this Order. If it comes to a Designating Party's attention that information or
27 items that it designated for protection do not qualify for protection, that Designating Party must
28 promptly notify all other Parties that it is withdrawing the mistaken designation.

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1 7. Confidential Material shall not be disclosed to any person or entity not a party
2 to this lawsuit except as expressly provided herein. Confidential Material shall only be used by
3 the Parties in this lawsuit, including any appeal. Confidential Material shall not be disclosed to
4 any person or entity other than the Parties to this suit, counsel who have entered an appearance
5 in this case and their staff, judges, magistrates, law clerks and other clerical personnel of the
6 Court before which the action is pending, and other individuals as designated in paragraph 11
7 of this Protective Order.

8 8. Any Confidential Material produced during the course of this action shall be
9 used solely for the purposes of this action between the Parties in this suit only, and shall not be
10 disclosed or used for any other purpose including, but not limited to, any business, commercial,
11 competitive, or publicity purpose. All obligations and duties arising under this Protective Order
12 shall survive the conclusion of this action.

13 9. Nothing herein shall prevent disclosure beyond the terms of this Order if this
14 Court, after notice to all affected Parties, orders such disclosure.

15 10. It shall be the responsibility of counsel to take reasonable and proper steps to
16 ensure that this Protective Order and all provisions hereof are made known to any person who
17 shall examine Confidential Material as provided herein. Counsel to the Parties are required to
18 advise, instruct, and supervise all associates, staff, experts and employees to keep designated
19 Confidential Material confidential in the strictest possible fashion. Counsel and the Parties also
20 agree to the same treatment of the information by themselves, and counsel will appropriately
21 instruct their clients as to the protected nature of the information produced pursuant to this
22 Protective Order, including the limitations on its use and disclosure.

23 11. Given its confidential status, all Confidential Material, including any and all
24 copies thereof, shall be kept by counsel, and any person to whom it is provided, in an
25 appropriately safe place. Except as otherwise provided, access to any Confidential Material
26 shall be limited solely to the following persons:

27 a. Counsel for the Parties and their staff, including associates, legal assistants, and
28 paralegals other support employees who have a demonstrable need for such Confidential

1 Material for purposes of this litigation;

2 b. Outside vendors retained by counsel for the Parties, including experts,
3 messenger, copy, coding, and other clerical services, including document processing and
4 conversion, archiving and database services, electronic data processing firms and personnel,
5 translators, and interpreters;

6 c. Plaintiff, Defendant, whether third party or otherwise, and any officers,
7 directors, agents, or employees of Plaintiff and Defendant who have a need for such
8 Confidential Material disclosure for purposes of this litigation;

9 d. The author or recipient of a document containing the Confidential Material, or a
10 custodian or other person who otherwise possessed or knew the information;

11 e. The Court and persons employed by the Court, including jury personnel and
12 stenographers transcribing the testimony or argument at a hearing, trial, or deposition in this
13 action, or any appeal therefrom;

14 f. With the exception of witnesses while testifying at trial, or persons who either
15 authored or previously received Confidential Material, such information may be disclosed to
16 other persons not authorized by this Protective Order only with the mutual agreement in
17 writing between and among counsel for the Parties, or on the record in deposition or hearing, in
18 advance of any disclosure to such person.

19 12. All copies, excerpts, or summaries made, shown or given to those authorized
20 hereby and according to the provisions hereof shall be stamped to indicate the protected and
21 confidential nature of the disclosed information. Review of Confidential Material by counsel,
22 experts, or consultants for the litigation will not constitute any waiver of the confidentiality of
23 the document or of any objections to production. The inadvertent, unintentional, or in camera
24 disclosure of Confidential Material shall not, under any circumstances, be deemed a waiver, in
25 whole or in part, of any claims of confidentiality.

26 13. All documents submitted to the Court which attach, quote from, or refer to
27 Confidential Materials shall be electronically filed under seal with reference to this Protective
28 Order to ensure that the documents are protected as set forth in this Protective Order. Unless

1 otherwise permitted by statute, rule, or prior court order, Documents filed with the Court under
 2 seal shall be accompanied by a contemporaneous motion for leave to file those documents
 3 under seal, and shall be filed consistent with the Court's electronic filing procedures in
 4 accordance with Local Rule IA 10-5. Notwithstanding any agreement among the parties, the
 5 party seeking to file a paper under seal bears the burden of overcoming the presumption in
 6 favor of public access to papers filed in court. See *Kamakana v. City & Cty. of Honolulu*, 447
 7 F.2d 1172 (9th Cir. 2006); *Pintos v. Pac. Creditors Ass'n*, 605 F.3d 665, 677-78 (9th Cir.
 8 2010); *Center for Auto Safety c. Chrylser Group, LLC*, 809 F.3d 1092 (2016). In the event the
 9 Court refuses to allow the filing under seal of such information designated as Confidential
 10 Material, a party shall still be permitted to file such information, but it will continue to be
 11 treated as confidential in all other respects. The Court's ruling shall not preclude the filing of
 12 the document, or otherwise affect the confidentiality designation.

13 14. If, through inadvertence, a party provides any documents or information
 14 containing Confidential Material without designating the material as such, the party may
 15 subsequently inform the other parties in writing of the Confidential Material status of the
 16 documents or information. The parties in receipt of that inadvertently disclosed Confidential
 17 Material shall thereafter treat the disclosed material as Confidential Material in accordance
 18 with the written notification of the inadvertent disclosure. The Parties in receipt of the
 19 inadvertently disclosed Confidential Material shall take reasonable steps to advise persons to
 20 whom disclosure was made prior to receipt of a Confidential Material designation and of this
 21 Protective Order, but shall not otherwise be required to retrieve or take any action to protect the
 22 confidentiality of information or copies of documents disclosed prior to the receipt of the
 23 Confidential Material designation. If a party produces any documents or information that is not
 24 designated as Confidential Material and which another party believes is subject to designation
 25 as Confidential Material, the receiving party may designate the material as Confidential
 26 Material by notifying the other Parties of the designation, and if any other party disagrees with
 27 the designation, it may follow the procedures set forth in Paragraph 15. If a party inadvertently
 28 produces documents which are subject to the attorney-client privilege or work product

1 protection, the Parties shall follow the procedures set forth in Fed. R. Evid. 502 and FRCP
2 26(b)(5)(B).

3 15. Where Confidential Material is produced, provided, or otherwise disclosed by a
4 party in response to any discovery request, it will be designated in one of the following
5 manners:

6 a. By imprinting the word “Confidential” on each confidential page of any
7 document produced (in a manner that will not interfere with their legibility);

8 b. By imprinting the word “Confidential” next to or above any response to a
9 discovery request; and

10 c. With respect to transcribed testimony, whenever a deposition involves the
11 disclosure of Confidential Material, the confidential portions thereof shall be designated as
12 Confidential and subject to this Protective Order. Such designation may be made on the record
13 during the deposition, but must also be made by giving written notice to opposing counsel
14 designating by page and line number which portions are “Confidential” no later than 21
15 calendar days after receipt of the transcribed testimony. During the 21-day period, counsel for
16 the Parties shall treat the entire transcript as if it had been designated as “Confidential.”

17 16. A party may object to the designation of particular documents as Confidential
18 Material by giving written notice to the party designating the disputed information. The written
19 notice shall identify the information to which the objection is made. The objection to a
20 designation as Confidential Material may be raised at any time; a party does not waive its right
21 to challenge a confidentiality designation by electing not to mount a challenge immediately
22 after the original designation is disclosed.

23 All counsel shall then make a reasonable, good-faith effort to resolve any e discovery
24 dispute without the need for judicial intervention in accordance with FRCP 26(c)(1) and FRCP
25 37(a)(1). If those discussions are not fruitful, it will be the obligation of the party designating
26 the information as Confidential to arrange a telephone conference with the Court in accordance
27 with the Court’s Civil Practice Standards. At the conclusion of the Court-supervised
28 conference, if the dispute over confidentiality has not been resolved, it will be the obligation of

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1 the party designating the information as Confidential to file an appropriate motion within ten
2 additional days after the date of the conference, requesting that the Court determine whether
3 the disputed information should be subject to the terms of this Protective Order. If such a
4 motion is timely filed, the disputed information shall be treated as Confidential under the terms
5 of this Protective Order until the Court rules on the motion. In connection with any motion
6 filed under this provision, the party designating the information as confidential shall bear the
7 burden of establishing that good cause exists for the disputed information to be treated as
8 confidential.

9 17. The termination of this action shall not relieve counsel or other persons
10 obligated hereunder from their responsibility to maintain the confidentiality of designated
11 Confidential Material or pursuant to this Protective Order.

12 18. Three years from termination of this litigation, including any appeals, or at the
13 expiration of any longer time required by counsel's insurance or ethical obligations, counsel for
14 any party that has received Confidential Material shall destroy the Confidential Material.
15 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings,
16 motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
17 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert
18 work product, even if such materials contain Confidential Material. Any such archival copies
19 that contain or constitute Confidential Material remain subject to this Protective Order

20 19. This Protective Order is not intended to address the admissibility of evidence at
21 trial. If a party seeks to limit the publication of Confidential Material at the trial or any hearing
22 in this matter, the burden shall be on the party seeking to limit the use of such information to
23 obtain relief from the Court in advance of the trial or hearing.

24 20. If documents or information designated as Confidential Material in accordance
25 with the terms of this Protective Order are made exhibits to briefs or pleadings, or if
26 Confidential Material is quoted in a pleading, any such exhibit or pleading shall be filed under
27 seal.

28 21. This Protective Order shall not prevent any party from asserting that the

1 confidential nature of any material bars production of any such material, notwithstanding this
2 agreement. In such circumstances, the material will not be required to be produced absent a
3 properly filed motion to compel, granted by the Court. If the Court grants such a motion to
4 compel, any material disclosed will be subject to the protection of this Protective Order, in
5 addition to any other protection provided in the Court's order.

6
7 Dated: March 16, 2017
THIERMAN BUCK, LLP

8
9 /s/
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Dated: March 16, 2017
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Attorneys for Defendants

ORDER

Although the parties may agree to be bound by the confidentiality terms of this Order beyond the conclusion of this lawsuit, the dismissal of this action will terminate the jurisdiction of this Court.

IT IS SO ORDERED.

Walter G. Cobb
UNITED STATES MAGISTRATE JUDGE

DATED: March 20, 2017